

# RFP-17-2023 Brandstetter Carroll Inc. Supplier Response

# **Event Information**

Number:	RFP-17-2023
Title:	Architectural and Engineering Services for Douglass Park Pool and
	Bathhouse
Туре:	Request For Proposal
Issue Date:	3/13/2023
Deadline:	3/31/2023 02:00 PM (ET)
Notes:	Please attach response in one pdf.

# **Contact Information**

- Contact: Sondra Stone Address: Central Purchasing Government Center Building Room 338 200 East Main Street Lexington, KY 40507 Phone: (859) 2583320 Fax: (859) 2583322
- Email: sstone@lexingtonky.gov

# **Brandstetter Carroll Inc. Information**

Address: 2360 Chauvin Drive Lexington, KY 40517 Phone: (859) 268-1933

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Debbie Winn

Signature Submitted at 3/30/2023 04:46:06 PM (ET) dwinn@bciaep.com Email

# **Response Attachments**

## Brandstetter Carroll Inc Qualifications for Douglass Park Pool and Bathhouse.pdf

Brandstetter Carroll Inc. Qualifications for Douglass Park Pool and Bathhouse

Qualifications for Professional Services for

# Douglass Park Pool and Bathhouse

Lexington Fayette County Urban Government, Kentucky



March 31, 2023



March 31, 2023

2360 Chauvin Dr LEXINGTON KY 40517 859.268.1933

255 Seven Farms

Drive, Suite 300-A CHARLESTON

17304 Preston Rd Suite 1075

SC 29492

DALLAS

TX 75252 469.941.4926

308 East 8th St

FX: 513.651.0147

1220 West 6th St

CINCINNATI

OH 45202 513.651.4224

Suite 300 CLEVELAND

OH 44113

216.241.4480

Selection Committee Lexington Fayette Urban County Government 200 E. Main Street Lexington, Kentucky 40507

#### Re: Douglass Park Pool and Bathhouse

Dear Selection Committee:

Brandstetter Carroll Inc. (BCI) is pleased to present qualifications for professional design services for the Douglass Park Pool and Bathhouse. Having reviewed the request for proposal, our team has the expertise to work with the LFUCG to create a successful project. We are familiar with the community, having completed multiple projects for the City, including the Aquatics Master Plan and renovations of three pools, going back to 1995.

Municipal recreation and aquatics have been a mainstay of the firm since its founding. The firm has been an industry leader in the Midwest, designing more than 50% of the municipal pools in Kentucky and Ohio combined. As a result, these two states have been recognized nationally for leading-edge design and application of modern technology.

BCI will bring an impressive group of design professionals to the LFUCG. **Charles L. Schneider**, **P.E.**, **AFO**, **CPO**, will be the Project Manager and Aquatics Engineer. Mr. Schneider has more than 30 years' experience and serves as the Division Principal for BCI's Lexington Engineering Divisions. He has designed more than 65 aquatic facilities in the past 18 years. He will work with the City to develop a pool specific for the community, accounting for citizens' preferences. He has provided aquatic engineering on all BCI projects since 2003.

Other team members include Principal-in-Charge Eric M. Chambers, AIA; Recreation Architect Philip N. Schilffarth, AIA, AFO; Community Engagement Lead Patrick D. Hoagland, ASLA, Assistant Project Manager and Landscape Architect Lisa W. Shuster, RLA, Senior Designer Larry Ratliff, and Construction Administrator Ian C. Beattie, CCCA.

BCI is among the most-qualified aquatic and recreation facilities planning and design firms in the United States. Over the past 25 years, BCI has developed a national reputation for its aquatic and recreation facilities planning and design ability, having designed more than 145 outdoor aquatic centers in Kentucky, Alabama, Georgia, Indiana, New Jersey, New York, North Carolina, Ohio, Tennessee, Texas, West Virginia, and Virginia. The firm's work has been featured in national, state, and local publications including World Water Park Association, Aquatics International, Columbus Monthly, The Cincinnati Magazine and OPRA Connections.

We look forward to your due consideration. If there is anything else I can provide you, please feel free to contact me at ben@bciaep.com or at 859.268.1933.

Sincerely, Brandstetter Carroll Inc.

Benjamin E. Brandstetter, P.E. President





# TABLE OF CONTENTS

SECTION I. FIRM OVERVIEW

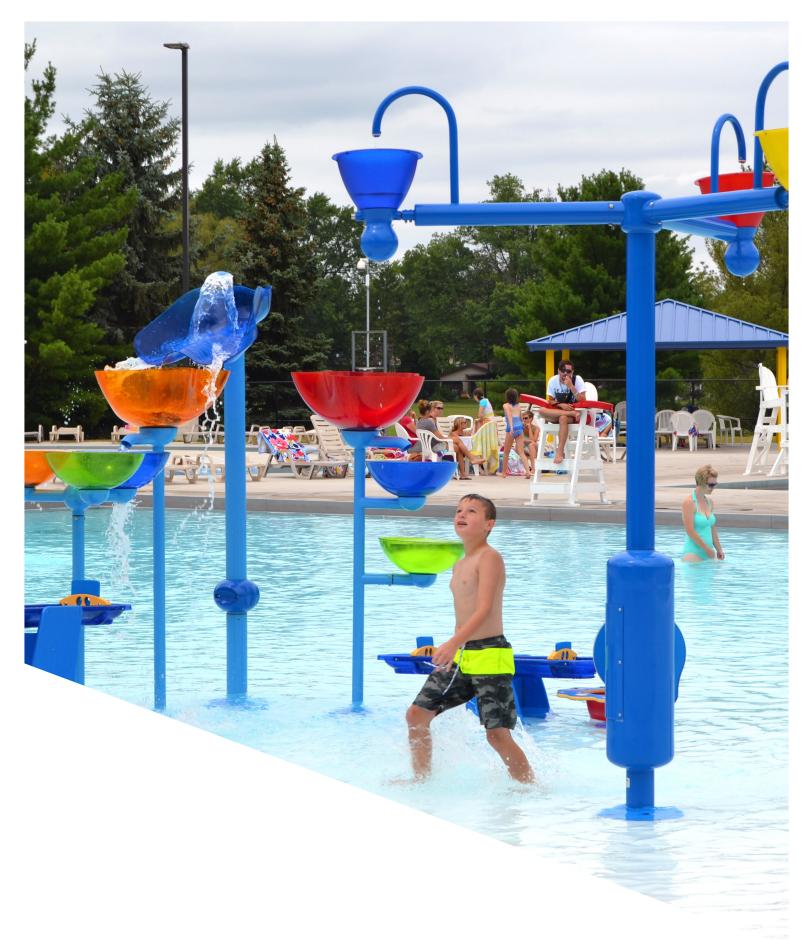
SECTION II. KEY PERSONNEL

SECTION III. RELEVANT EXPERIENCE

SECTION IV. COST OF SERVICES

APPENDIX

We Enhance Community and Quality of Life



# **SECTION I. FIRM OVERVIEW**

# FIRM OVERVIEW



# **Quality of Life**"

Brandstetter Carroll Inc. (BCI) is a firm of Architects, Engineers, Landscape Architects, and Planners founded in 1979 with the express purpose of providing professional design services to public sector clients. Since the firm's inception, BCI has grown to include a staff of 70 and maintains offices in Lexington, Cincinnati, Cleveland, Dallas, and Charleston. The firm's in-house services include architecture, civil engineering, aquatic engineering, landscape architecture, park and recreation system planning, interior design, construction administration, and resident inspection.

#### ARCHITECTURE

Recreation Centers Libraries Public Safety Buildings Courthouses Public Administration **Higher Education** Interior Design

#### **RECREATION & LANDSCAPE** ARCHITECTURE

Aquatic Facility Design Park Design System Planning Master Plans Nature Centers & Camps Sports Complexes **Feasibility Studies** Trail Planning & Design

#### **ENGINEERING**

Aquatic Engineering Roadway Design Traffic Planning Sewer & Water Systems **Aviation Engineering** Streetscape Design Site Development

# **AQUATICS EXPERIENCE**

BCI is among the most-qualified aquatic and recreation facilities planning and design firms in the United States. Over the past 25 years, BCI has developed a national reputation for its aquatic and recreation facilities planning and design ability, having worked in Kentucky, Alabama, Georgia, Indiana, New Jersey, New York, North Carolina, Ohio, Tennessee, Texas, West Virginia, and Virginia. The firm has been an industry leader in the Midwest, designing more than 50% of the municipal pools in Kentucky and Ohio combined. As a result, these two states have been recognized nationally for leading-edge design and application of modern technology. BCI currently has two Certified Pool Operators on staff.

#### Locations:

2360 Chauvin Drive

308 East 8th Street

1220 West 6<sup>th</sup> Street Ste 300 216.241.4480 (Phone)

Ste 1075 469.941.4926 (Phone)

255 Seven Farms Drive Charleston, SC 29492 859.268.1933 (Phone)





BCI can claim many "firsts" in the industry. Besides proposing the first Family Aquatic Center, they implemented the first zero-depth entries in Kentucky, Ohio, Alabama, and Indiana. Water features such as interactive sprays, raindrops, and similar products first were introduced by BCI in the 1980s, and since then, the size, complexity, and play value has improved significantly. The municipal aquatic industry has seen significant changes in the way services are delivered and BCI has been at the forefront of the changing market. These innovations have resulted in public aquatic facilities that serve nearly four times the patrons and **recover their operating expense through gate receipts**.

**To date, BCI has designed more than 145 municipal pools, of which more than half have been renovations or on-site replacements.** BCI also has completed 48 natatoriums/recreation centers, 50 spray grounds, 15 city-wide aquatic facility Master Plans, more than 100 aquatic or recreation center feasibility studies, 80 park and recreation System Master Plans, and more than 300 park design assignments. The firm stresses operations of aquatic centers, with emphasis on operating costs, operating incomes, and service delivery.

Integral to planning and design is Citizen Engagement (CE), for which BCI has gained national recognition. Virtually all public projects have some level of CE, by which citizen preferences are identified. Starting in 1995, BCI developed effective methodologies for CE, which became a foundation for gaining consensus toward a project.





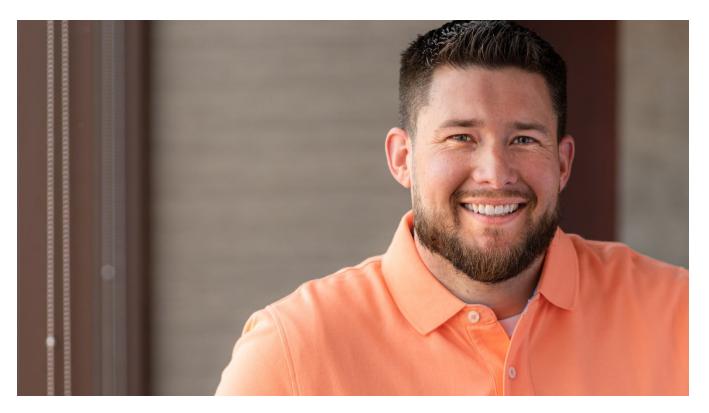
# MARKET SECTOR LEADER IN AQUATIC ENGINEERING

In 2011, BCI recognized the marketplace was demanding specialized professionals for a given project type, whereas in times past, being a generalist was acceptable. The Market Sector Leader program was born out of this realization. Market Sector Leaders (MSL) are professionals who focus on a specific project type in their practice, continuing education, and affiliations. At BCI, there are seven MSL professionals who focus their energies within their field. There are multiple MSLs who will be working on this project.

**Charles L. Schneider, P.E.**, is the Firm's Market Sector Leader for aquatic engineering. BCI provides all Aquatic Engineering in-house through Mr. Schneider, who works almost exclusively on aquatic facilities. He has more than 30 years' experience, serves as the Division Principal for BCI's Lexington Engineering Divisions, and has provided aquatic engineering on all BCI projects since 2003. He also provides similar services to other Architectural firms as a consultant, increasing the breadth of his experience.

He will address site design including grading, utilities, and lighting. He also will recommend appropriate pool structural systems, gutter systems, filtration, piping, and control systems, as well as recommend key water features and slides.





# MARKET SECTOR LEADER IN RECREATION ARCHITECTURE

Philip N. Schilffarth, AIA, CID, LEED AP, AFO, has more than 15 years of experience, focusing his efforts on recreation and aquatics. He is a Licensed Architect, member of the American Institute of Architects, a LEED-Accredited professional, and maintains credentials as an Aquatic Facility Operator. Mr. Schilffarth is a graduate of the University of Kentucky School of Architecture and focuses most of his professional development in recreational and aquatic design.

BCI has taken leading roles in the development of community/recreation center design, aquatics, park facilities, senior facilities, trail systems, and facilities for special populations. BCI also has assisted many cities in forming partnerships with nonprofit providers (P3) in the implementation of joint facilities and programs. Some of these providers include The Cleveland Clinic, Parma Hospital, The Kroger Company, The Salvation Army, and several YMCAs.

The number of Recreation and Community Center projects exceed 50. This includes traditional recreation, fitness, and wellness facilities as well as buildings that house senior citizens and youth development activities, cultural arts centers, and mixed-use facilities serving a variety of public social needs. These project types are vital to the health of communities and enhance quality of life for a multitude of ages from all demographics.

Currently, Mr. Schilffarth is part of the BCI team working with the City on the Cardinal Run North Park, where he is designing the park buildings.





# MARKET SECTOR LEADER IN RECREATION, PLANNING, AND LANDSCAPE ARCHITECTURE

**Patrick D. Hoagland, ASLA**, is the MSL for Recreation, Planning, and Landscape Architecture. He has more than 40 years of experience, focused on parks and recreation planning and design, including extensive public engagement and consensus-building projects.

In 1989, BCI recruited Mr. Hoagland to become Division Principal, charged with growing the firm's park planning and design expertise. In the ensuing 30 years, he has developed a staff that includes planning, design, and engineering. He has become recognized nationally in the field of Park System Planning and Citizen Engagement, all the while completing more than 300 park design assignments. Mr. Hoagland has designed hundreds of parks in Kentucky, Ohio, and other states. Additionally, he has facilitated strategic planning for several communities as part of Park System Master Planning and recently led the Kentucky Recreation and Parks Society through their Strategic Plan.

Mr. Hoagland has made presentations to the NRPA Annual Congress and State Park and Recreation Associations in Kentucky, Ohio, New Jersey, West Virginia, Texas, and Arizona. Topics of these presentations have included: Park and Recreation Master Planning; Social Needs and Conditions Index - Neighborhood Based Needs Assessments; Community Master Planning Toolbox; Trends in Parks and Recreation; Aquatic Facility Planning and Design; Parks Maintenance; and Skate Park Planning and Design.

Mr. Hoagland also is part of the BCI team working with the City on Cardinal Run Park North, which currently is in the Construction Documents phase. He also previously completed the Parks and Recreation System Master Plan.

Douglass Park Pool and Bathhouse





# CAPACITY

BCI has projects in all phases of planning, design, and construction. Staff members have differing responsibilities within the framework of project delivery. The leadership and design staff proposed for your project are available to begin work immediately, with others to follow as construction of other projects close out. BCI is at a 60% workload at this time and has the capacity to complete this project as proposed. With a staff of 70, managers can direct support staff accordingly to complete daily tasks as they arise.



# **SUB-CONSULTANTS**

#### E2M Consulting Engineering (Mechanical, Electrical, and Plumbing Engineers)

In 1993, Larry Ayer received his Professional Engineering license. This would allow him to strengthen the 40+ employee electrical contracting company he served as Vice President. This licensure would open many doors that many construction and contracting firms never can. Mr. Ayer realized many existing Engineering firms lacked construction expertise needed to serve their clients well. In 1996, he founded E2M Consulting Engineering. This venture would steer him away from contracting and into a more prominent role of Consulting Engineer. Since that time, E2M continues to grow and has provided design services for Retail Branch Banks, Airports, Municipalities, Parks, Multi-family dwellings, Medical Facilities, High-Rise Buildings, and various other specialties. E2M has several quality registered professional engineers, technical staff, and administrative professionals to provide excellent service to the client.

#### Poage Engineers & Associates (Structural Engineers)

Poage Engineers & Associates was formed in 1969 and incorporated in 1974. They have provided Structural Engineering Services on thousands of projects with clients including Architects, Engineers, Owners, and all levels of Government (Municipal, State, and the Federal Government). Poage Engineers & Associates has structural design experience on a wide range of structures including buildings, bridges, towers, water treatment facilities, wastewater treatment plants, and parking garages. The company has an extensive history of providing economical design services on almost every type of construction including concrete, precast prestressed concrete, post-tensioned concrete, steel, masonry, and wood. They are also quite experienced in renovations, rehabilitations, structural assessments, and troubleshooting construction problems. Poage Engineers & Associates is headquartered in Lexington.

#### Abbie Jones Consulting (Civil Engineers)

Abbie Jones Consulting (AJC), a Lexington-based company, provides surveying services including mapping, boundary, topographic, aerial control, airfield, geodetic control, inspections, as-builts, ALTA/ACSM, and construction staking land survey services. Their engineering services include traffic counts, site design, transportation engineering, sanitary & storm system design, and owner representation. Their traffic counting equipment is Miovision and they also assist with O-D studies. **Abbie Jones Consulting is a WBE-certified company**.

Brandstetter Carroll Inc. was unable to secure a Veteran-owned business for the project. After reviewing the LFUCG list of Veteran providers, there was no subcontractor that fit the required needs of the Douglass Park Pool and Bathhouse project.





# **PROJECT FAMILIARITY**

In 1995, BCI was hired to produce Construction Documents for the renovation of five Lexington City pools, one of which was Douglass Park Pool. At that time, the firm conducted extensive research, including an in-depth site survey, compiled user data, and performed building investigations. Though the Construction Documents for Douglass Park Pool were developed, unfortunately they were not carried out at that time. Many of the staff on the project are still with BCI and will be participating on this project.

BCI worked with the City on the Aquatic Master Plan in 2015, which recommended the Douglass Park pool and bathhouse be redeveloped as a Family Aquatic Center. The plan also recommends the addition of a splash pad and a water slide. The splash pad was completed in 2017 and the slide project was planned to be completed in 2022. Due to ongoing issues with the filters and pool tank, the Parks Department decided to roll those two projects into a full redevelopment. Due to the construction type (aluminum) of the existing pool, it is not feasible to repair the existing tank. Additionally, the Master Plan recommended the location of the pool house be moved to the front of the site for better access.

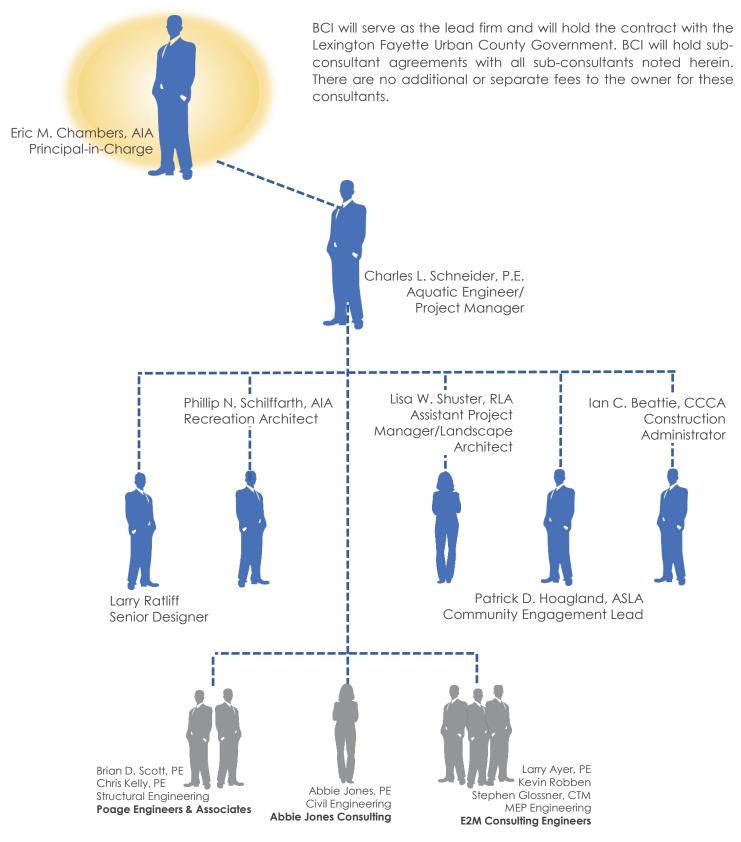


**SECTION II. KEY PERSONNEL** 

DO NOT CRO

9

# **PROJECT ORGANIZATION**



Charles L. Schneider, PE will be the designated contact for the owner. His contact information is: 2360 Chauvin Drive, Lexington, Kentucky 40517 | 859.268.1933 | cschneider@bciaep.com





# CHARLES L. SCHNEIDER, P.E., AFO, CPO

Aquatics Engineer/Project Manager

## **EDUCATION**

University of Texas, University of Kentucky, B.S.C.E Hydrology and Hydraulics

#### REGISTRATIONS

Registered Engineer: Kentucky 22599

#### **AFFILIATIONS**

2002 Certified Pool Operator Ohio Aquatic Council LTD 2008 Aquatic Facility Operator 2009

## **RELEVANT EXPERIENCE**

**DOUGLASS POOL SPRAYGROUND AND SLIDE** Lexington, Kentucky

**CASTLEWOOD POOL SPRAYGROUND** Lexington, Kentucky

LFUCG AQUATICS MASTER PLAN Lexington, Kentucky

NORTON COMMONS FAMILY ACTIVITY POOL Prospect, Kentucky

PARADISE COVE FAMILY AQUATIC CENTER Richmond, Kentucky

JUNIPER HILL FAMILY AQUATIC CENTER AND SPRAYGROUND Frankfort, Kentucky

**FRANKFORT COUNTRY CLUB POOL RENOVATION** Frankfort, Kentucky

AMERICAN LEGION PARK POOL AND SPRAY PAD Elizabethtown, Kentucky

GINTY AND STREETER POOLS Morris Township, New Jersey

WESTLAKE AQUATIC CENTER AND SPLASH PAD Westlake, Ohio





# ERIC M. CHAMBERS, AIA, CID, CDT, CPO, LEED GA

Principal-In-Charge

# **EDUCATION**

University of Kentucky, Bachelor of Architecture, Business Minor

F.I.E.R.O. Fire Station Design Symposium 2016

Cancer Awareness and Prevention Program for the Fire Industry 2018

## REGISTRATIONS

Registered Architect:

Indiana AR12100053

Louisiana 9840

Kentucky 6882 Ohio ARC,1817468

South Carolina AR.10835 Texas 29571

Certified Interior Designer:

Kentucky #0319CID

LEED Green Associate

Construction Document Technologist (CDT)

## **AFFILIATIONS**

American Institute of Architects (AIA)

NCARB

Leadership Central Kentucky

Baptist Church at Andover Property and Facility Task Force

Mr. Chambers is a Registered Architect who joined BCI in 2003 and has served as Principal-in-Charge/Architect for numerous projects. His diverse portfolio includes recreation facilities, municipal buildings, courthouses, maintenance facilities, and safety buildings such as fire stations and police stations.

## **RELEVANT EXPERIENCE**

JUNIPER HILL FAMILY AQUATIC CENTER AND SPRAYGROUND Frankfort, Kentucky

AMERICAN LEGION PARK POOL AND SPRAY PAD Elizabethtown, Kentucky

SOMERSPLASH WATERPARK Somerset, Kentucky

PRINCETON COMMUNITY PARK POOL Princeton, New Jersey

LINCOLN PARK POOL Marion, Ohio

MCKIE POOL RENOVATION Cincinnati, Ohio

TIPPECANOE FAMILY AQUATIC CENTER AND SPRAYGROUND Tipp City, Ohio

WESTLAKE AQUATIC CENTER AND SPLASH PAD Westlake, Ohio





# PHILIP N. SCHILFFARTH, AIA, CID, LEED AP, AFO

**Recreation Architect** 

# **EDUCATION**

University of Kentucky, College of Design, Bachelor of Architecture

PSMJ Project Manager Bootcamp – 2014

Vistage for Emerging Leaders – 2021-Present

## REGISTRATIONS

Registered Architect: Florida AR102008 Indiana AR12100070 Kentucky 7451 Ohio ARC1817464 Texas 30218 Certified Interior Designer: Kentucky #0318CID LEED AP #10375089

#### **AFFILIATIONS**

LEED AP, 2008 - Present AIA, Member 2008 - Present NCARB Program, 2008 - Present AFO, 2016 - Present

## **RELEVANT EXPERIENCE**

**DOUGLASS PARK POOL IMPROVEMENTS** Lexington, Kentucky

CASTLEWOOD PARK POOL IMPROVEMENTS Lexington, Kentucky

**LEXINGTON AQUATICS MASTER PLAN** Lexington, Kentucky

NORTON COMMONS FAMILY ACTIVITY POOL Prospect, Kentucky

JUNIPER HILL FAMILY AQUATIC CENTER AND SPRAYGROUND Frankfort, Kentucky

AMERICAN LEGION PARK POOL AND SPRAY PAD Elizabethtown, Kentucky

**SOMERSPLASH WATER PARK** Somerset, Kentucky

PRINCETON COMMUNITY PARK POOL Princeton, New Jersey

WESTLAKE AQUATIC CENTER AND SPLASH PAD Westlake, Ohio

MCKIE POOL RENOVATION Cincinnati, Ohio





# PATRICK D. HOAGLAND, ASLA

Community Engagement Lead

## **EDUCATION**

The Ohio State University, B.S. Landscape Architecture

## REGISTRATIONS

Registered Landscape Architect:CLARB 1339Georgia LA001486Indiana LA22100014Kentucky 316New Jersey 21AS00096200Ohio 663South Carolina LSA 1475Tennessee 0487Texas 2781Virginia 0406001787West Virginia 352

## **AFFILIATIONS**

American Society of Landscape Architects (KY Chapter – President, 1984 and Trustee, 1991 -1996)

Kentucky Recreation and Park Society

Ohio Parks and Recreation Association

Kentucky Board of Landscape Architects (2019 - 2023)

## **RELEVANT EXPERIENCE**

JUNIPER HILL FAMILY AQUATIC CENTER AND SPRAYGROUND Frankfort, Kentucky

AMERICAN LEGION PARK POOL AND SPRAY PAD Elizabethtown, Kentucky

**CLEAR CREEK FAMILY ACTIVITY CENTER** Shelbyville, Kentucky

FLORENCE FAMILY AQUATIC CENTER AND SPRAYGROUND Florence, Kentucky

PARADISE COVE FAMILY AQUATIC CENTER Richmond, Kentucky

NICHOLASVILLE FAMILY AQUATIC CENTER AND SPRAYGROUND Nicholasville, Kentucky

MCKIE POOL RENOVATION Cincinnati, Ohio

LINCOLN PARK POOL Marion, Ohio

WESTLAKE AQUATIC CENTER AND SPLASH PAD Westlake, Ohio

PRINCETON COMMUNITY PARK POOL Princeton, New Jersey





# LISA W. SHUSTER, RLA, LEED GA

Assistant Project Manager/Landscape Architect

#### **EDUCATION**

The Ohio State University, B.S. Landscape Architecture, Minor, City and Regional Planning

#### REGISTRATIONS

Registered Landscape Architect:

Kentucky 956

USGBC LEED Green Associate

#### **AFFILIATIONS**

Vice President of the Student Chapter of the American Society of Landscape Architecture (SCASLA), 2006 - 2007; Secretary 2005 - 2006

Ms. Shuster graduated from The Ohio State University with a Bachelor of Science in Landscape Architecture and a minor in City and Regional Planning in 2007, just before she began working at Brandstetter Carroll Inc. She is a LEED Green Associate, and her experience includes site design for civic buildings, community parks, civil site design, feasibility studies, and GIS mapping. Her design work encompasses projects in Kentucky, Ohio, New Jersey, Georgia and Texas.

## **RELEVANT EXPERIENCE**

**FRANKFORT COUNTRY CLUB POOL RENOVATION** Frankfort, Kentucky

## LOGAN POOL

Logan, Ohio

AURORA AQUATIC FACILITIES Aurora, Ohio

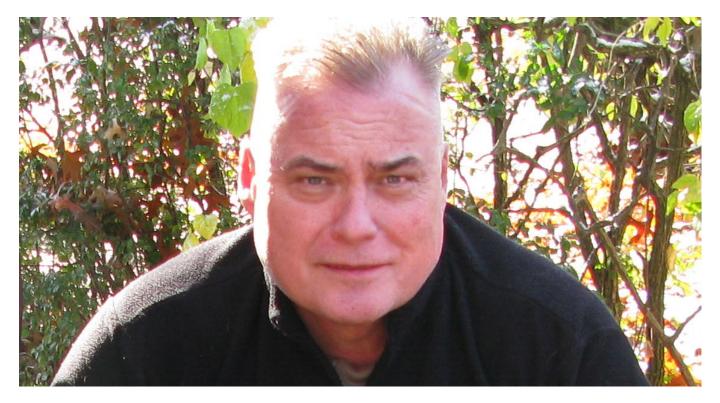
**AKRON POOLS** Akron, Ohio

**CEDAR HILL OUTDOOR AQUATIC CENTER** Cedar Hill, Texas

EDINBURG MUNICIPAL POOL Edinburg, Texas

**SOUTH PLAINFIELD COMMUNITY POOL** South Plainfield, New Jersey





# LARRY RATLIFF

Senior Designer

## **EDUCATION**

University of Kentucky, Computer Science

Somerset State Technical School, Computer Programming

Somerset State Technical School, Technical Design/Drafting

Computer Aided Design AutoCAD, MicroStation, Intergraph, and CADAM (30 years experience)

The National Association of Sewer Service Companies (NASSCO) – Pipeline Assessment and Certification Program (PACP)

Confined Space Entry Training O'Brien & Gere Engineers (Entrant, Attendant, & Supervisor 9/12/12)

#### REGISTRATIONS

Class III Wastewater Treatment Plant Operator:

Kentucky 6391

## AFFILIATIONS

North Central Water and Wastewater Operators Association (NCWWOA) Mr. Ratliff is a Senior Designer and Production Manager with years of proven experience and ability in demonstrating a comprehensive design approach in mechanical process, structural, architectural, and civil disciplines providing full spectrum continuity throughout the development of water, wastewater, and varied other engineering projects.

As a senior level designer, his utilization of a multidiscipline perspective allows him to design projects that prove truly effective, operate with maximum efficiency, and provide ease of operation by personnel. Strong, practical design and management experience allow proper execution of required project tasks to be performed in a timely and precise manner, helping to ensure a successful project.

#### **RELEVANT EXPERIENCE**

#### **DOUGLASS POOL SPRAYGROUND AND SLIDE** Lexington, Kentucky

**CASTLEWOOD POOL SPRAYGROUND** Lexington, Kentucky

**LFUCG AQUATICS MASTER PLAN** Lexington, Kentucky

NORTON COMMONS FAMILY ACTIVITY POOL Prospect, Kentucky





# IAN C. BEATTIE, CSI, CCCA, AFO

Construction Administrator

## **EDUCATION**

Lexington Community College, Associate Degree in Architecture

University of Kentucky, College of Architecture

#### REGISTRATIONS

Certified Construction Contract Administrator

Construction Document Technologist

Aquatic Facility Operator

#### **AFFILIATIONS**

Volunteer Fire Fighter/First Responder, Camp Dick Fire & Rescue, Lancaster, Kentucky (1997 -2003)

Former Technical Affiliate to Department of Architecture, Lexington Community College

Secretary of Fraternal Order of Police, Lodge #59

Scott County Constable, Georgetown, Kentucky Mr. Beattie serves as the Construction Administrator on the majority of the firm's Architectural projects, including aquatic centers, recreation facilities, public safety facilities, courthouses, libraries, city and county administration buildings, and maintenance facilities,. He is recognized as a Certified Construction Contract Administrator by the Construction Specifiers Institute.

#### **RELEVANT EXPERIENCE**

JUNIPER HILL FAMILY AQUATIC CENTER AND SPRAYGROUND Frankfort, Kentucky

PRINCETON COMMUNITY PARK POOL Princeton, New Jersey

PARADISE COVE FAMILY AQUATIC CENTER Richmond, Kentucky

GINTY AND STREETER POOLS Morris Township, New Jersey

FORD POOL Allen, Texas

LINCOLN PARK POOL Marion, Ohio

PLEASANT RIDGE POOL RENOVATION Cincinnati, Ohio

MCKIE POOL RENOVATION



# Larry Ayer, PE President





#### Education

University of Cincinnati, B.S. in Electrical Engineering

University of Cincinnati, M.S. in Electrical Engineering

University of Idaho, M.S. Engineering, Electrical

## Years of Experience

With E2M: 27

## Registrations

Professional Engineer:

KY, OH, IN, AL, FL,

GA, IL, MI, NC, NJ,

SC, TN, WV

## **Professional Involvement**

National Electrical Code: Correlating Committee Chair

NFPA Technical correlating Committee, Member

Oversees NFPA Documents 70, 70A, 70B, 70E, 73, 79, 110, 111

## Project Role: Principal PE

Larry is the founder and president of E2M Engineering with over 20 years in the consulting engineering industry. He has provided consulting engineering services for numerous municipalities such as City of Cincinnati, OH, City of Lawrenceburg, IN, Wyandot County, KY, Garrett County KY, City of Frankfort, KY and several others. He has worked on many aquatic centers and public pool projects during his tenure.

# **Project Experience**

**City of Aurora Family Aquatic Center** Aurora, Indiana

Norton Commons Pool at the Grove Prospect, Kentucky

**Clague Park Pool** Westlake, Ohio

**Eaton Pool** Eaton, Ohio

Juniper Hills Aquatic Center Louisville, Kentucky

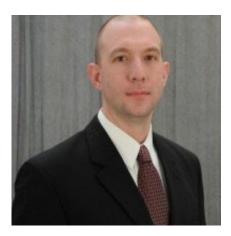
**Douglass Park Sprayground** Lexington, Kentucky

Castlewood Park Lexington, Kentucky

American Legion Park Pool Elizabethtown, Kentucky

# **S**

# Kevin Robben Senior Project Manager



# Education

Ball State University

ITT Technical Institute AS – Architectural Engineering Technology (AET)

## **Years of Experience**

With E2M: 21

With other firms: 4

## **Professional Involvement**

ASPE – American Society of Plumbing Engineers

ASHRAE - American Society of Heating Refrigeration, Air-Conditioning Engineers -

# Project Role: Senior Project Manager, Mechanical Systems Designer

Mr. Robben has over 24 years of experience in design and management of Mechanical, Electrical, and Plumbing (MEP) systems. He has designed and engineered new and replacement HVAC systems ranging from 1 to 650 tons, plumbing systems for facilities up to 100,000ft<sup>2</sup>, and electrical services up to 3,000 amps with back-up generators up to 1MW. Mr. Robben serves as the firm's production manager overseeing the planning, design, drafting, and engineering for all major projects.

# **Project Experience**

**Eaton Pool** Eaton, Ohio

**Clague Park Pool** Westlake, Ohio

**Douglass Park Pool Spraygound** Lexington, Kentucky

Castlewood Park Sprayground Lexington, Kentucky

Juniper Hills Aquatic Center Frankfort, Kentucky

American Legion Park Pool Elizabethtown, Kentucky

Blue Ash Wading Pool Blue Ash, Ohio

Summit View Pool Cincinnati, Ohio

# **S**

# Stephen Glossner, CTM Project Manager



#### Education

Morehead State University, Bachelor of Science in Engineering Technology

Morehead State University, Master of Science in Engineering and Technology Management

#### **Years of Experience**

With E2M: 8

#### Registrations

Certified Technology Manager

#### **Professional Involvement**

ATMAE, 2012 – Present ASPE, 2014 – Present IAPMO, 2017 – Present ASHRAE, 2015 – Present NFPA, 2014 - Present

## Project Role: Project Manager, Electrical Systems Designer

Mr. Glossner is a Certified Technology Manager. He has been the project manager and lead systems designer on many public and private aquatic centers and community pool projects during his time at E2M. Mr. Glossner is a graduate from the Morehead State University Master's Program for Engineering and Technology Management. He has been with E2M for 8 years and served as a lead electrical designer and project manager for much of that time.

#### **Project Experience**

**City of Aurora Family Aquatic Center** Aurora, Indiana

**Norton Commons Pool at the Grove** Prospect, Kentucky

Clague Park Pool Westlake, Ohio

American Legion Park Pool Elizabethtown, Kentucky

Eaton Pool Eaton, Ohio

Juniper Hills Aquatic Center Frankfort, Kentucky

**City of St. Marys Pool Restroom Building** St. Marys, Ohio

**Logan Family Aquatic Center** Logan, Ohio



#### EXPERIENCE

Brian Scott is the Vice President and one of the partners in the firm. He serves as the Engineer of Record, Project Manager, and Principal in Charge depending on the project and/or client. Mr. Scott has over 20 years of experience in the field of engineering and has been with the firm since 1994. While at the firm, Mr. Scott has gained valuable engineering and problem-solving skills some of which include: one of the first Progressive Collapse Analyses in the State of Kentucky, FEMA 361 Storm Shelter Design, Finite Element Analysis of Manufacturing Conveying Equipment, Forensic Studies, and Fall Protection/Fall Prevention Studies. Mr. Scott has produced proficient engineering designs in virtually every construction material and project scale ranging from small renovations to several hundred thousand square feet projects. In addition to his engineering skills, Mr. Scott is well versed in construction administration and has experienced a good working relationship with both clients and contractors which has allowed him to produce successful projects.

#### EDUCATION

-University of Kentucky Bachelor of Science in Civil Engineering -1994 Master of Science in Civil Engineering - 1998

PROFESSIONAL ORGANIZATIONS Structural Engineers Association of Kentucky

#### REGISTRATION

- Kentucky # 21768 - Ohio # 73009
- Onio # 73009 - Virginia # 044864
- West Virginia # 17705
- Tennessee # 112249
- North Carolina # 034571
- South Carolina # 26644
- Texas # 102843
- Arkansas # 16612
- Georgia #037244
- Florida #81504
- Mississippi #28681

#### **RELEVANT EXPERIENCE:**

#### Clear Creek Family Activity Center Shelbyville, Kentucky

The project is approximately 54,000 ft2 which is comprised of a 17,500 ft2 indoor aquatic facility, 10,000 ft2 gymnasium and elevated walking track, and various fitness/recreational spaces. The structural system is comprised of load bearing masonry and structural steel framing members. The structure in the pool area was protected from the corrosive environment using coatings that were manufactured with the end use in mind. Due to the multiple different uses of the building, significant coordination between all the design team members were required to ensure a successful project.

#### Kentucky Basketball Academy

Lexington, Kentucky

Served as the design engineer as well as handling the construction administration for the project. The project consisted of approximately 43,000 square feet on the ground level with a mezzanine level of approximately 4,500 square foot. The layout of the structure allowed for 5 regulation basketball courts and associated support spaces.

Sisters of St. Catherine - New Pool House Springfield, Kentucky

Idle Hour Country Club - Pool & Deck Renovation Lexington, Kentucky

Dale Hollow State Resort Indoor Pool/Fitness Center Albany, Kentucky

Pavo Real Recreational Center Renovation El Paso, Texas

Suffoletta Aquatic Center Facility Review Georgetown, Kentucky

Alice Lloyd College – Pool Building Pippa Passes, Kentucky

American Legion Park Pool Elizabethtown, Kentucky

#### Brian D. Scott, PE Engineer of Record

College Park Natatorium Addition Winchester, Kentucky

Scott County Field House Georgetown, Kentucky

University of Kentucky Center for Rural Health Hazard, Kentucky

McNabb Field House

Mt. Sterling, Kentucky

Lexington Catholic High School Athletic Facility Lexington, Kentucky

YMCA - Northside Addition & Renovation Lexington, Kentucky

University of Kentucky Center for Rural Health Hazard, Kentucky

Morgan County Community Center Tornado Repairs West Liberty, Kentucky

Leslie County Community Center Addition/Renovation Hyden, Kentucky

Morgan County Community Center Tornado Repairs West Liberty, Kentucky

Morehead State University Space Science Center Morehead, Kentucky

Belfry High School Athletics Facility Belfry, Kentucky

Tates Creek High School Athletics Facility Lexington, Kentucky

Frederick Douglas High School Athletics Facility Lexington, Kentucky

Breckinridge County High School Athletics Facility Harned, Kentucky

Letcher County Central High School Athletics Facility Whitesburg, Kentucky

# Chris Kelly, PE Principal in Charge





#### EXPERIENCE

Christopher Kelly is the President and one of the partners in the firm. He serves as Project Engineer and/or Engineer-of-Record on projects within the firm. Mr. Kelly has been with the firm on a full-time basis since 1987. Before working with this firm, Mr. Kelly worked for his father's construction company in all aspects of construction, from laborer to project manager and estimator

His experience gained while working at Poage Engineers, coupled with his background in construction, has enabled him to propose sound, economical building designs throughout his career.

Mr. Kelly has assisted or been responsible for the structural design of over \$950 million in construction costs with Poage Engineers.

#### Education

University of Kentucky Bachelor of Science in Civil Engineering (emphasis on Structures) – 1987

#### **Professional Organizations**

Structural Engineers Association of Kentucky (past president) American Concrete Institute American Society of Civil Engineers

#### Registration

Kentucky #17615 Indiana #19800121 New York #080312 U.S. Virgin Islands #737-PE

#### **RELEVANT EXPERIENCE**

# Coolivan Park & Marlboro Park Community Centers – LFUCG

Lexington, KY Both of these projects consisted of new community centers constructed in two parks in Lexington. Both structures were designed with load-bearing concrete block walls for both economy and durability. The roof shapes were made with wood trusses to create hip roof lines to blend in with the existing residential areas surrounding the parks.

# McConnell Springs Education Center - LFUCG

Lexington, KY

This project consisted of two phases, a new education building and exterior covered discovery and amphitheater. This uniquely shaped, circular, mono-sloped structure celebrates the birthplace of Lexington, showcasing the natural spring that surfaces at this location. Laminated timber roof decking and tubular beams create the open and inviting structure that feels like part of natural surroundings.

# Dale Hollow State Resort Park Conference Center

Albany, Kentucky

This one-story, new construction project consisted of a combination of typical spread footings, and grade beam and caisson construction. Steel and wood truss construction framed the roof, and the walls were of CMU and stone. Details were provided where the new building came in contact with an existing structure. A two-story addition was included with caisson and grade beam foundation design, steel joists and concrete slab second floor, and steel with wood trusses designed for the roof system.

**Douglas Park** Pool and Deck Renovation

Castlewood Park Pool and Deck Repairs MSU – McClure Hall Pool Morehead, Kentucky

**YMCA – Indoor Pool Addition** Paris, Kentucky

Dale Hollow State Resort Lodge Addition Albany, Kentucky

Jenny Wiley State Resort Lodge Renovation Prestonsburg, Kentucky

Cumberland Falls State Park Lodge Renovation Corbin, Kentucky

Natural Bridge State Park Lodge Renovation Slade, Kentucky

Big Bone Lick State Park Discovery Trails/Decks Union, Kentucky

Kentucky Horse Park Big Barn Renovation Lexington, Kentucky

Boonesboro State Resort Park – New Pool and Bathhouse Boonesboro, Kentucky

Dale Hollow State Resort Indoor Pool/Fitness Center Albany, Kentucky

Idle Hour Country Club – Pool & Deck Renovation Lexington, Kentucky

Lebanon Public Pool – New Pool & Facility Lebanon, Kentucky

Holiday Inn South – Pool Addition Lexington, Kentucky

Woodland Park Gazebo Lexington, Kentucky



1022 Fontaine Rd Lexington, KY 40502

Tel: (859) 559.3443 eMail: abbie@abbie-jones.com

# Abbie Jones, PE, PLS

Ms. Abbie Jones is the founder and owner of Abbie Jones Consulting in Lexington, a Civil Engineering and Land Survey consulting firm which just celebrated it's 10<sup>th</sup> anniversary and employs 10 staff. The firm includes 2 licensed Professional Land Surveyors (PLS), 3 PLS in training, 3 licensed Professional Engineers(PE), 1 PE in training, as well as drafters and field crew.

Ms. Jones has worked in the engineering and survey industry for 22 years, working in both the public and private sectors. She has a solid background in all aspects of project conception, design, and implementation with a strong reputation of solid performance, responsiveness, and accountability. Ms. Jones has been active in various professional engineering organizations and co-authored papers and regulations.

The firm provides private and government boundary surveys, topographic and utility surveys, ALTA/ASCM surveys, construction staking, layout and description of easements, site plans, drainage and grading plans, sewer design, detention design, traffic counts, utility locating, and permitting. The firm currently holds ongoing contracts with: KYTC, Lexington, University of Kentucky, and the Kentucky Finance Cabinet. The KYTC contracts include statewide surveying, traffic planning, traffic forecasting, and statewide aviation. The Lexington contracts are for multiple categories with the Engineering and Water Quality departments, primarily for surveying. For 2020 to date, 80% of our work has been surveying and 20% has been engineering.

Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. The couple spent two years in Texas for his neuroscience fellowship before moving near his family in Kentucky. Ms. Jones has previously worked as a consultant as well as a City Engineer for two cities: Hurst, TX and Milton, GA. Abbie is pleased to call Lexington, KY her permanent home. She is active in church choirs and charity work.

#### Previous Personal Employment:

2011-Present	Abbie Jones Consulting, Civil Engineering and Survey Firm. Role:
	President, engineer, surveyor, quality reviews.
2009-2010	Nesbitt Engineering – Civil Engineering and Survey Firm focused on
	eastern KY municipalities. Role: sanitary sewers, waterlines, KYTC
	LPA engineering projects, floodplain consulting, surveying
2008-2009	City of Hurst, TX – City Engineer and Floodplain Administrator.
	Manage Engineering Division of 8 including GIS and Construction
	Inspection
2002-2008	Lowe Engineers, Atlanta, GA – Civil, Survey, Photogrammetry, and
	Privatized Municipal Services. Role: Service to newly formed City of
	Milton, GA as first City Engineer by contract, project manager for
	Fortune 500 Client
2000-2002	Pond & Company, Atlanta, GA – Full Service A/E Firm focused on
	Department of Defense and DOT projects. Role: engineer and GIS
	projects.
1996-1999	Huddleston-Steele, Murfreesboro, TN-Civil Engineering and Land
	Surveying Firm with up to 10 crews. Role: drafting



#### EDUCATION

- Tennessee Technological University, Bachelor of Civil Engineering, 2000
- Southern Polytechnic State University, additional survey coursework 2004-2005
- Cincinnati State University, additional survey coursework 2020-2021
- Riverdale High School, 2 years of AutoCAD coursework (1994-1996)

#### **REGISTRATIONS OR CERTIFICATIONS**

- Professional Engineer (PE) in KY, GA, TN, WV, VA, MS, OH, SC, AL, NCEES Record
- Professional Land Surveyor (PLS) in KY, GA, TN, WV, VA, NCEES Record

#### **AFFILIATIONS (PAST/PRESENT)**

- National Society of Professional Surveyors
- National Society of Professional Engineers-KY Bluegrass Past President
- Georgia Engineering Foundation-Past President

#### **PUBLICATIONS & AWARDS**

- NAWIC Bluegrass Diamond Award, 20
- Bluegrass Nominee for Kentucky Young Engineer of the Year 2011.
- Georgia Young Engineer of the Year 2005
- Co-author to survey chapters of the Highway Design Guidance Manual for KYTC
- KY ASCE 2011 Infrastructure Report Card, section author for Transit
- Multiple Articles, <u>Where We Live</u>, (Hurst) 2008-2009 (cir. 12,000)
- Editorial Board, <u>Georgia Engineer</u>, 2005-2007 (cir. 8,000)
- Civil Engineering Body of Knowledge for the 21<sup>st</sup> century, January 2004, America Society of Civil Engineers, (co-author)
- ACEC Atlanta Future Leaders graduate, 2004

1022 Fontaine Rd Lexington, KY 40502

Tel: (859) 559.3443 eMail: abbie@abbie-jones.com



#### **Important Experience**

- KYTC Statewide Aviation (2015-Present) Multiple Task orders at each site:
  - o 40+ task orders
  - Cynthiana Harrison Topo, Boundary, Construction Checks that saved the owner \$250K;
  - Role on each: President, PE and PLS QC
- <u>KYTC Statewide Survey (2015-Present)</u>:
  - <u>KY1931 Corridor, Louisville, KY (2016)</u>: Topographic and utility survey for side roads and railroad crossing to KYTC standards
  - <u>KY1456, Owensboro, KY (2016)</u>: research of 111 parcels as statewide sub. Collaborate with PVA to receive GIS parcels also.
- <u>ATL Airport Deicing Complex, GA (2020-Present)</u> 3d models for 43 acres requiring thinning and design analysis, asbuilts
- BNA TARI, Nashville, TN (2021) construction staking, asbuilts
- <u>MCN Airport, Macon, GA (2021)</u> 103-acre topo, 7 acre purchase, completed in 2 weeks field, 2 weeks office
- <u>SDF Master Plan (sub for survey), Louisville, KY (2019)</u> survey all runways and all features for FAA
- <u>LGE-KU General Engineering and Survey, KY (2018-Present)</u> Easements, Boundary, Topographic Survey, Site Plans
- <u>Angels Envy Distillery, Campbellsburg, KY (2018-Present)</u>: Boundary, Topo, Tree, Asbuilt surveys, civil site design, owners rep, dam monitoring, Development Plan
- <u>Castle and Key Distillery, Frankfort and Versailles, KY (2019-Present)</u>- Topo, Boundary, civil site design, Development Plan, asbuilt
- <u>UKY Alumni Dr (sub for survey), Lexington, KY (2016)</u> complete 1-mile KYTC survey on short timeframe. The design team won an ACEC Design Award.
- <u>11<sup>th</sup> St Sidewalks, Carrollton, KY (2020-2022):</u> Topo and Civil Engineering for KYTC drainage, and sidewalk project.
- City Center, Lexington, KY (2014-2021) Boundary Survey, Air Rights
- <u>Federal Bureau of Prisons, Letcher Co, KY (2015-2016)</u>: ALTA surveys for 600 acre, rugged, mountainside proposed Federal Prison site in Roxana area. Site had 8 surface tracts and 3 mineral tracts, nearly all unsurveyed since patent issued.
- <u>Owsley Co. Schools, Booneville, KY (2016)</u>: Topo for road improvement, drainage, and sidewalk project.
- <u>Blue Licks Battlefield, Pendleton County, KY (2015)</u>: Boundary survey of riverfront property for addition to state park.
- Various Lot, Farm, ALTA Surveys
- Video Traffic Counts

#### SERVICE & COMMITTEES

- Tennessee Tech Civil Engineering Alumni Advisory Board Member, 2005-Present
- Integrated Stormwater Management Manual Regional Update Committee, 2008-2009
- Surface Transportation Technical Committee for North Central Texas Council of Governments, 2008-2009
- Transportation Management Committee (with TXDOT), 2008-2009
- Hurst, TX Technical Staff representative to Traffic Safety Committee, 2008-2009
- Milton, GA Technical Staff representative to Planning Commission, 2007
- Milton, GA Technical Staff representative to The Milton Trail Committee, 2007
- Georgia Engineering Foundation Life Member, 2007 (Officer 2004-2007)



**SECTION III. RELEVANT EXPERIENCE** 



# **EXPERIENCE MATTERS**

#### **KENTUCKY AQUATIC FACILITIES**

DOUGLASS POOL SPRAYGROUND AND SLIDE Lexington, Kentucky

**CASTLEWOOD POOL SPRAYGROUND** Lexington, Kentucky

WHITAKER FAMILY YMCA POOL AND SPRAYGROUND Lexington, Kentucky

PARADISE COVE FAMILY AQUATIC CENTER Richmond, Kentucky

JUNIPER HILL AQUATIC CENTER AND SPRAYGROUND Frankfort, Kentucky

**FRANKFORT COUNTRY CLUB POOL RENOVATION** Frankfort, Kentucky

AMERICAN LEGION PARK POOL AND SPRAY PAD Elizabethtown, Kentucky

NORTON COMMONS FAMILY ACTIVITY POOL Prospect, Kentucky

**SOMERSPLASH WATER PARK EXPANSION** Somerset, Kentucky

#### **OHIO AQUATIC FACILITIES**

PLAIN CITY FAMILY AQUATIC CENTER AND SPRAYGROUND Plain City, Ohio

LINCOLN PARK POOL Marion, Ohio

PLEASANT RIDGE POOL RENOVATION Cincinnati, Ohio

MCKIE POOL RENOVATION Cincinnati, Ohio

**KROGER AQUATIC CENTER AND SPRAYGROUND** Huber Heights, Ohio

TIPPECANOE FAMILY AQUATIC CENTER AND SPRAYGROUND Tipp City, Ohio

INDIAN ACRES FAMILY AQUATIC CENTER AND SPRAYGROUND Marietta, Ohio

WESTLAKE AQUATIC CENTER AND SPLASH PAD Westlake, Ohio

BLUE ASH WADING POOL Blue Ash, Ohio

LOGAN POOL Logan, Ohio

# BRANDSTETTER CARROLLINC

#### **OTHER AQUATIC FACILITIES**

GINTY AND STREETER POOLS Morris Township, New Jersey

COMMUNITY PARK POOL REDEVELOPMENT Princeton, New Jersey

SOUTH PLAINFIELD COMMUNITY POOL South Plainfield, New Jersey

**DOUBLE OAKS FAMILY AQUATIC CENTER** Charlotte, North Carolina

FORD POOL Allen, Texas

OUTDOOR AQUATIC CENTER Cactus, Texas

OUTDOOR AQUATIC CENTER Cedar Hill, Texas

Douglass Park Pool and Bathhouse

# LEXINGTON AQUATICS MASTER PLAN

Lexington, Kentucky



## **PROJECT SUMMARY**

BCI prepared a city-wide Aquatics Master Plan for the seven existing pools and identified the underserved areas of the City. Extensive public engagement was used to determine the citizens' concerns, suggestions, and priorities. The engagement included events at the pools, public meetings, stakeholder groups, online engagement, and both a web-based and statistically valid, random- sample mail survey. Recommendations identified proposed improvements to all existing facilities plus the addition of new facilities to fill areas of Lexington with service gaps.

The success of the plan is evidenced by the fact City Council funded the first-year recommended improvements immediately.

Torge gint Conge gint Conge





# **AQUATIC FACILITIES RENOVATIONS**

Lexington, Kentucky



# **PROJECT SUMMARY**

BCI examined all nine outdoor pools and made recommendations for closure, renovation, or new facilities. Upon completion of the study, Brandstetter Carroll Inc. provided design services for the conversion of three neighborhood pools (Southland, Woodland, and Castlewood) into new regional aquatic centers. Renovations and construction of new bathhouses, deck areas and grass beaches were included in this project. New aquatic toys such as water slides, spray fountains, and raindrops were also installed at each facility.

Attendance increased significantly and the Southland Aquatic Center experienced an operating surplus of \$100,000 per year.



# COMPLETEDSIZE2017Varies

COST \$150,0 (fee)

COST \$150,000 (fee)

ROLE All Architecture and Engineering Services

## CONTACT

Monica Conrad, Director of Lexington Parks and Recreation Department 859.425.2255 mconrad@lexingtonky.gov



# JUNIPER HILL PARK AQUATIC CENTER AND SPRAYGROUND

Frankfort, Kentucky



# **PROJECT SUMMARY**

BCI designed the Juniper Hill Family Aquatic Center with a wide array of features to attract not only local patrons, but people from the surrounding counties. Two 25'-tall water slides are the main focal point with an additional ADA-accessible family slide. The ADA-accessible family slide was the first of its kind in the area and enhances the experience for any patron with a disability. The facility also offers an activity pool with a zero-depth beach, and a large water-play structure. Competition swimming, exercise, and swim lessons take place in the adjacent 25-meter lap pool. This pool also features a climbing wall and diving boards. A 450' lazy river tops off the experience with water sprays.

While these pools are operated seasonally, a sprayground is operated earlier and later in the season to extend the fun! Rentable spaces and shaded areas around the aquatic center can be used for special occasions around the pool.



SIZE COST 16,800 s.f. \$5.8 million ROLE All Engineering and Architecture Services

#### CONTACT

Shawn Pickens, Director, Parks, Recreation and Historic Sites 502.875.8575 spickens@frankfort.ky.gov



# AMERICAN LEGION POOL AND SPRAY PAD

Elizabethtown, Kentucky



## **PROJECT SUMMARY**

BCI worked with the City of Elizabethtown in 2014 to replace the current American Legion Park pool which was built in the 1960s. The new facility offers a large activity pool with a zero-depth entry, a combination speed and loop water slide, a basketball goal, a climbing wall, and an activity structure with a large dumping bucket. The pool also includes a six-inch water shelf for relaxing. In addition to the pool, the facility includes a lazy river and a spray pad. The spray pad was provided to service patrons of the park and is designed to be utilized before and after the pool season months. To support all these amenities, a pool house was constructed housing admissions, lifeguard break room, manager's office, the pump and filtration room, and a rentable party room.

COMPLETED	SIZE
2015	8.5

F 500 s.f. \$3.2 million

COST

ROLE All Architecture and **Engineering Services** 

## CONTACT

Scott Reynolds, Director of Facilities Management 270.765.6121 scott.reynolds@elizabethtownky.gov



# NORTON COMMONS FAMILY ACTIVITY POOL

Prospect, Kentucky



#### PROJECT SUMMARY

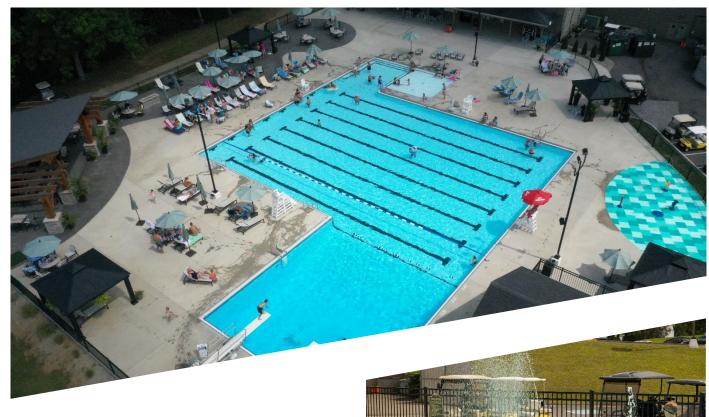
BCI provided aquatic planning services for the development of a new Family Activity Pool. The plan also included support facilities such as locker rooms and concessions. The pool is the fourth pool at Norton Commons (second designed by BCI) and supports the major future expansion of the development.





# FRANKFORT COUNTRY CLUB

Frankfort, Kentucky



#### **PROJECT SUMMARY**

BCI designed this zero-entry expansion to the existing swimming pool as well as expanded deck and shade areas. A spray pad allows for more fun on the pool deck.





# PARADISE COVE FAMILY AQUATIC CENTER

Richmond, Kentucky



#### **PROJECT SUMMARY**

For this new aquatic center, BCI began with a feasibility study which included public meetings, design sessions, cost estimates, operation pro-formas, and site analysis. The new facility includes a 16,000 s.f. activity pool, water slides, lap pool, spraygrounds and a special "sensory features" pool. Many shade structures offer bathers places to get out of the sun.

The bath house offers restrooms and changing facilities, concessions, guard room, and offices for staff. A party room also offers the community a rental space for special events. The facility opened for the 2008 swim season.



COMPLETED 2008	SIZE 16,000 s.f.	COST \$5.8 million		CONTACT Erin Moore, Director of Recreation Admin 859.623.8753
-------------------	---------------------	-----------------------	--	--



# AURORA FAMILY AQUATIC CENTER

Aurora, Indiana



#### **PROJECT SUMMARY**

BCI examined the current Aurora facility, then prepared a program identifying requirements for a Pool, Deck, and Pool House. Once identified, BCI designed these areas to the specifications of the City. The pool includes a slide, climbing wall, diving board, water play structure, and a zerodepth entry. The facility includes updated locker rooms, concessions, chemical and equipment storage, and entry area.





## **MEMORIAL POOL**

Logan, Ohio



#### **PROJECT SUMMARY**

In 2017, the City of Logan contracted BCI to prepare a Feasibility Study on reconstructing their 50-year-old pool. BCI provided a site assessment, needs analysis, attendance forecasts, building program, concept design, cost estimates and an operating business plan. An extensive Community Engagement program secured citizen preferences, and the final plan recommended a \$3.5 million improvement, financed by a voter-approved bond levy. The issue passed and construction was completed in 2020.

COMPLETED 2020 SIZE 7,000 s.f. COST \$3 million ROLE All Architecture and Engineering Services

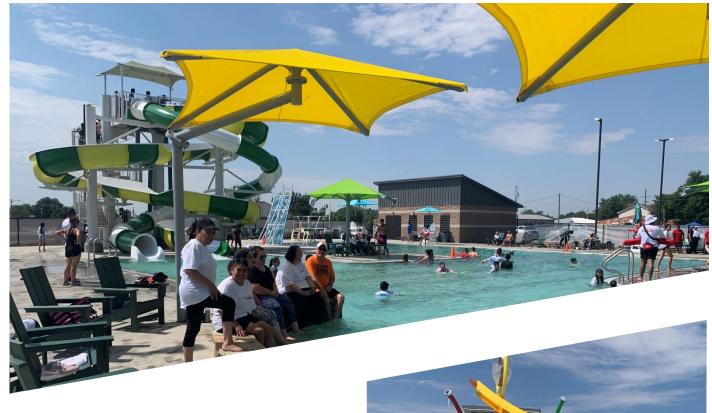
#### CONTACT

Bruce Walker, Service Director 740.385.4060 servicedirector@cityoflogan.oh.gov



# CACTUS MUNICIPAL AQUATIC CENTER

Cactus, Texas



### **PROJECT SUMMARY**

The City of Cactus contracted BCI to design and construct a new outdoor aquatic center. The zero-depth entry pool was designed for families with shades and an in-water bench. It also includes a kids' play area, lap pool, and water slide. The new facility also includes a pool house, restrooms, and filtration building.

COMPLETED 2022

28,324 s.f.

COST \$2.7 million ROLE All Architecture and Engineering Services CONTACT Aldo Gallegos, City Manager 806.966.5458 agallegos@cityofcactus.org

SIZE



#### **EXPERIENCE PORTFOLIO**

Project: Owner: Firm's Role: Project Team:	City of Aurora Family Aquatic Center (2022) City of Aurora Provide MEP design services for new aquatic center and restroom/concession building. MEP Engineer: E2M Consulting Engineering Architect: Brandstetter Carroll, Inc., Lexington
Project: Owner: Firm's Role: Project Team:	Logan Family Aquatic Center (2020) City of Logan, Oh Provide MEP design services for new aquatic center and restroom/concession building MEP Engineer: E2M Consulting Engineering Architect: Brandstetter Carroll, Inc., Lexington
Project: Owner: Firm's Role:	Norton Commons Pool at the Grove (2019) Norton Commons, Prospect KY Provide MEP design services for new aquatic center, outdoor patio, and restroom/concession
Project Team:	building. MEP Engineer: E2M Consulting Engineering Architect: Brandstetter Carroll, Inc., Lexington
Project: Owner: Firm's Role: Project Team:	Clague Park Pool (2016) City of Westlake, OH Provide MEP design services for new aquatic center and restroom/concession building. MEP Engineer: E2M Consulting Engineering Architect: Brandstetter Carroll, Inc., Lexington
Project: Owner: Firm's Role: Project Team:	Eaton Pool (2014) City of Eaton, OH Provide MEP design services for new aquatic center and restroom/concession building. MEP Engineer: E2M Consulting Engineering Architect: Brandstetter Carroll, Inc., Lexington

#### PROFESSIONAL LIABILITY INSURANCE

E2M Engineering maintains an Errors and Omissions insurance policy in an amount not less than \$2,000,000 each and every claim and in the aggregate.

## **POAGE ENGINEERS' PAST PROJECTS** LIST OF LFUCG & RELEVANT PROJECTS

Coolivan Park & Marlboro Park Community Centers - LFUCG - Lexington, KY

Both projects consisted of new community centers constructed in two parks in Lexington. Both projects were to create new community space within existing parks. Both contained multipurpose room, kitchen, rest rooms and storage spaces. Both structures were designed with load-bearing concrete block walls for both economy and durability. The roof shapes were made with wood trusses to create hip roof lines to blend in with the existing residential areas surrounding the park.

McConnell Springs Educational Center - LFUCG - Lexington, KY

This project consisted of a two-phase new educational building and exterior covered discovery and amphitheater. This uniquely shaped circular, mono-sloped structure celebrates the birthplace of Lexington showcasing the natural spring that surfaces at this location. Laminated timber roof decking and tubular beams create the open and inviting structure and feels part of natural surroundings.

Reference: Michelle Kosieniak – Parks and Recreation (859)288-2982

**SECTION IV. COST OF SERVICES** 

#### RFP # 17-2023 Architectural and Engineering Services for Douglass Park Pool and Bathhouse FORM OF PROPOSAL

# Phase I – Conceptual, Schematic and Design Development Design Services

#### Lump Sum Fee

Conceptual Plan	\$9,500
Schematic Plan	\$42,750
Design Development	\$45,750
Total Phase I	\$ 95,000

#### Phase II – Cost Estimate and Phasing Recommendations Lump Sum Fee

Cost Estimate & Phasing Recommendations	\$7,500	
Tot	al Phase II \$7,500	

#### Phase III – Construction Documents

#### Lump Sum Fee

Total Phase III	\$127,000
Construction Documents 100%	\$63,500
Construction Documents 50%	\$63,500

## Phase IV – Bidding and Construction

Bid Assistance & Evaluation	\$15,000
Construction Administration	\$58,200
Project Close Out	\$15,000
Total Phase IV	\$88,200

## TOTAL FEE Phase I, II, III and IV

\$ <u>317,700</u>

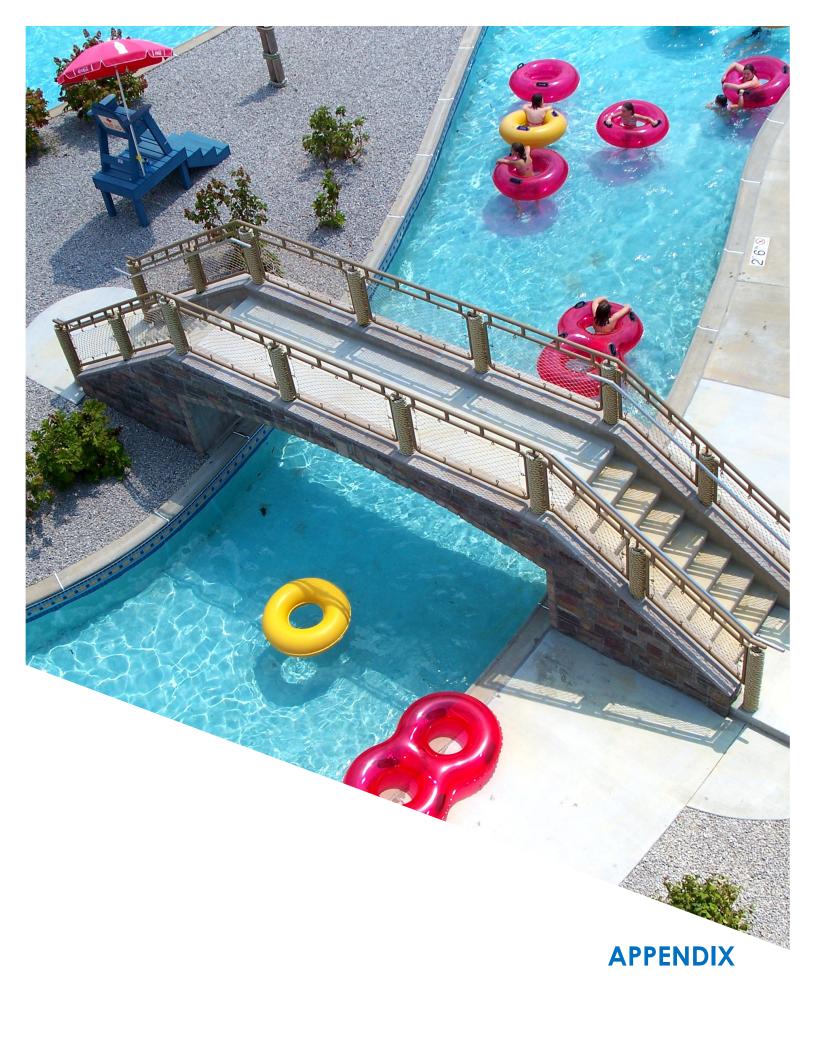
**Hourly Rates** - Please attach schedule of hourly rates for all team members for services requested by Owner outside the scope described in this RFP.

The Fee is based on 8% of estimated construction cost of \$4 million minus fees for the work conducted on the Slide Project (\$2,300). This equals \$317,700.

# **HOURLY RATES**

Principal	\$190.00
Senior Professional Engineer	\$150.00
Senior Registered Architect	\$150.00
Senior Registered Landscape Architect	\$130.00
Survey Crew	\$125.00
Registered Surveyor	\$120.00
Project Engineer	\$115.00
Registered Architect	\$110.00
Professional Architect	\$110.00
Landscape Architect	\$110.00
Construction Administrator	\$110.00
Senior Technician	\$100.00
City Planner	\$ 95.00
Engineer-in-training	\$ 85.00
Intern Architect	\$ 75.00
Intern Landscape Architect	\$ 65.00
Resident Inspector	\$ 65.00-75.00
Auto CAD/GIS Operator	\$ 65.00
Clerical	\$ 55.00





#### AMERICAN RESCUE PLAN ACT

#### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") <u>may</u> use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR  $\int 85.43$ , any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR  $\int 85.44$  upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract (or agreement). Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal funds that takes place in connection with obtaining any federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

March 31, 2023

Signature

Date

#### **AFFIDAVIT**

Comes the Affiant, <u>Benjamin E. Brandstetter, P.E.</u>, and after being first duly sworn, states under penalty of perjury as follows:

the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Benjamin E. Brandstetter, P.E. on this the <u>31st</u> day

of <u>March</u>, 20<u>23</u>

My Commission expires: 8-9-2024

ARY PUBLIC, STATE AT LARGE

Lynda F. Gates NOTARY PUBLIC STATE AT LARGE KENTUCKY NOTARY ID# KYNP9703 MY COMMISSION EXPIRES August 9, 2024

#### EQUAL OPPORTUNITY AGREEMENT

#### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

#### <u>The Law</u>

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

#### \*\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

#### **Bidders**

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.* 

Signature

Brandstetter Carroll Inc.

Name of Business

Name of Organization: Brandstetter Carroll Inc.

Categories	Total	Wh (N Hisp o Lati	ot anic r		oanic atino	Afri Ame (1 Hisj	ck or ican- erican Not panic atino	Haw at Ot Pao Islat (N Hisp	tive aiian nd her cific nder lot banic atino	Asi (N Hisp or La	ot anic	Amei India Alas Nat (n Hisp or La	in or kan ive ot anic	Two mo rac (N Hisp o Lati	ore es ot anic r	То	otal
		м	F	М	F	м	F	м	F	м	F	М	F	м	F	м	F
Administrators	2	1	1													1	1
Professionals	20	14	5		1											14	6
Superintendents	5	5														5	
Supervisors																	
Foremen																	
Technicians	30	18	9			2				1						21	9
Protective																	
Para-																	
Office/Clerical	13	3	10													3	10
Skilled Craft																	
Service/Maintena																	
Total:	70	41	25		1	2				1						44	26

Prepared by: Benjamin E. Brandstetter, P.E., President Date: 03 / 31 / 2023

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Brandstetter Carroll Inc.

Complete Address:	2360 Chauvin	Drive, Lexington, KY 40517	
	Street	City	Zip
Contact Name: Benjar	nin E. Brandstetter, P.E	Title: President	
Telephone Number:	859.268.1933	Fax Number: N/A	
,			
Email address: ben	@bciaep.com		



#### LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 17-2023

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.** 

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
<sup>1</sup> Abbie Jones Consulting 1022 Fontaine Road Lexington, KY 40502 859.559.3443 abbie@abbie-jones.com	WBE	Civil Engineering		10%
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Brandstetter Carroll Inc.

Company

Benjamin E. Brandstetter, P.E.

**Company Representative** 

February 1, 2023

Date

President Title



## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #<u>1-2023</u>

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Brandstetter Carroll Inc.	Benjamin E. Brandstetter, P.E.
Address/Phone/Email 2360 Chauvin Drive, Lexington, KY 40517 859.268.1933 ben@bciaep.com	Bid Package / Bid Date 17-2023; March 31, 2023

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Abbie Jones Consulting 1022 Fontaine Road Lexington, KY 40502	Abbie Jones	859.559.3443; abbie@abbie-jone	March 13, 2023 s.com	Civil Engineering	Email	10%	Female	

#### (MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Brandstetter Carroll Inc.

Company

February 1, 2023

Date

Benjamin E. Brandstetter, P.E.	
Company Representative	
President	
Title	



COMMONWEALTH OF KENTUCKY

TRANSPORTATION CABINET

Andy Beshear GOVERNOR transportation.ky.gov April 7, 2021 Jim Gray

SECRETARY

Abbie Jones, Owner ABBIE JONES CONSULTING, PSC 1022 Fontaine Road Lexington, KY 40502

Subject: DBE/SBE Certification Renewal

Dear Ms. Jones:

The Kentucky Transportation Cabinet's DBE Certification Committee has determined that **ABBIE JONES CONSULTING, PSC** continues to meet the eligibility requirements of a woman-owned Disadvantaged Business Enterprise (DBE) and remains program-eligible pursuant to 49 C.F.R., Part 26. Along with your DBE continuation, your Small Business Enterprise (SBE) certification has been reciprocally renewed.

**ABBIE JONES CONSULTING, PSC** is DBE/SBE certified to perform the below NAICS code(s), which include the following item(s) of work:

#### **Consultant:**

**541330 - Engineering Services -** Specializing in engineering consulting services, Engineering design services, and Traffic engineering consulting services;

541360 - Geophysical Surveying and Mapping Services - Specializing in services for Geological surveying, Geophysical mapping, Geophysical surveying, and Mapping, geophysical; and

541370 - Surveying and Mapping (except Geophysical) Services - Specializing in services for Construction surveying, Land surveying, Mapping (except geophysical), Surveying and mapping (except geophysical), Topographic mapping, and Topographic surveying

Absent a finding of regulatory non-compliance, a change in the majority ownership and/or control, or a successful third party challenge, **this certification will be eligible for review on April 30, 2024.** 

In accordance with 49 CFR §26.83(j), this firm will be required to submit an affidavit annually by *April 30* to determine whether your firm continues to meet the standards as set forth in 49 CFR Part 26.

Sincerely,

3rad Putte

Brad Putty DBE Administrative Branch Manager Small Business Development Branch

mrt/BP



COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET transportation.ky.gov

Andy Beshear GOVERNOR Jim Gray Secretary

February 22, 2023

Abbie Jones, Owner ABBIE JONES CONSULTING, PSC 1022 Fontaine Drive Lexington, KY 40502

Subject: Annual DBE Certification Review – 2022

Dear Ms. Jones:

Thank you for submitting your Disadvantaged Business Enterprise annual review paperwork. We have received all of the documents necessary, and after a thorough review, do not have any questions or concerns at this time.

Therefore, ABBIE JONES CONSULTING, PSC continues to meet the eligibility criteria for DBE Certification pursuant to U.S. Department of Transportation, 49 C.F.R. Part 26.

You must submit a signed and notarized Annual "No Change Affidavit" on your review date <u>each year</u>, along with the required supporting documents in your notice. Failure to do so may result in removal of your firm from our DBE program.

Should you have any questions, please feel free to contact the Small Business Development Branch at 502-564-3601 or 1-800-928-3079.

Sincerely,

egan Fill

Megan Tillman Program Coordinator Office for Civil Rights & Small Business Development

cc: DBE File

Certified Mail # 7020 0640 0000 2410 8114

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

<u>Made an effort to offer assistance to or refer interested MWDBE firms and</u> Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

<u>BEB</u> Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation**.

<u>NOTE</u>: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Brandstetter Carroll Inc. Company March 31, 2023 Date

Benjamin E. Brandstetter, P.E.	
Company Representative President	
Title	

#### **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
- 6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
- 8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

- 9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
- 10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.
  - A. Termination for Cause
  - (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
  - (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
  - (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
    - (a) Failure to perform the contract according to its terms, conditions and specifications;
    - (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.
- B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

- 16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

859.559.3443; abbie@abbie-jones.com

- 19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

March 31, 2023 Date